

Case #	Type	Requester	Organization	Primary	Rec.Dt	Tan
09-FOI-00176-12	R9-FOIA	Michaels, Chri...	White &...	Henderson, Ali...	02/08/2012	03/08,
DESC: Any documents that identify/refer to Ashland, Inc.'s involvement with the the Operating Industries ...						
09-FOI-00006-12	R9-FOIA	Cito-Johnson, ...	Travele...	Johnson, Ivry	10/04/2011	11/16,
DESC: Alloys Cleaning at the Operating Industries (OII) site hazardous waste manifests and volumetric ran...						
09-FOI-00082-11	R9-FOIA	Langa, Brian	Demetri...	Johnson, Ivry	11/12/2010	12/13,
DESC: all communications by representatives of ACF United, including Scott Muska of Brown Rudnick, LLP, re...						
09-FOI-00083-10	R9-FOIA	Shiever, Ann	Williams	Johnson, Ivry	11/24/2009	01/25,
DESC: Operating Industries, Inc \$FUND Site, Monterey Park, CA						
09-RIN-00337-09	R9-FOIA	Zoldowski, Gra...	United ...	Henderson, Ali...	04/29/2009	05/28,
DESC: All manifests for the Operating Industries \$FUND site, Monterey Park, CA associated with USR Holdin...						
09-RIN-00096-09	R9-FOIA	Briggs, Jeffre...	Jeffrey...	Henderson, Ali...	11/21/2008	09/30,
DESC: Operating Industries, Inc., Monterey Park, CA						
09-RIN-00073-09	R9-FOIA	Briggs, Jeffre...	Jeffrey...	Johnson, Ivry	11/14/2008	09/30,
DESC: Operating Industries, Inc (OII) \$fund Site FOIA 09-RIN-00580-06 Reactivated						
09-RIN-00400-08	R9-FOIA	Stroup, Stepha...	Howrey	Henderson, Ali...	05/09/2008	06/16,
DESC: Operating Industries, Inc., Monterey Park, CA						
09-RIN-00341-08	R9-FOIA	McCue-Moore, R...	AIG Dom...	Henderson, Ali...	04/07/2008	05/05,
DESC: Operating Industries, Inc. \$FUND Site, Monterey Park, CA						
09-RIN-00302-07	R9-FOIA	Barnard, Jessi...	Stinson...	Johnson, Ivry	03/13/2007	04/12,
DESC: Operating Industries Inc (CAT080012024), Monterey Park, CA						



LAWYERS

SOUTH BAY

SANTA BARBARA

09-RIN-00096-09

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November 5, 2008

Regional FOIA Operations Officer
U.S. EPA, Region 9
OPA-3
75 Hawthorne Street
San Francisco, CA 94105

National FOIA Operations Officer
1200 Pennsylvania Avenue, N.W.
2822T
Washington DC, 20460

Dear Sir or Madam FOIA Operations Officer:

Re: Freedom of Information Act ("FOIA") Request by Greenfield Monterey Park, LLC; Greenfield Holdings, LLC; and James C. Towne

Pursuant to the FOIA (5 USC 552) and EPA's regulations (40 CFR Part 2), GREENFIELD (as defined herein) hereby requests the documents described below. Payment of fees up to \$250 is guaranteed. If fees are greater, please contact the undersigned directly for authorization. The TIN is 06-1720845.

Definitions

- A. "OII" means Operating Industries, Inc.
- B. "OII SITE" means the landfill located at 900 Potrero Grande Drive in Monterey Park, California.
- C. "NORTH PARCEL" means the parcel of the OII SITE north of the Pomona Freeway.
- D. "YOU" or "YOUR" means the United States Environmental Protection Agency and includes all agents, employees, attorneys, consultants, and anyone else acting on YOUR behalf.
- E. "GREENFIELD" means Greenfield Monterey Park, Greenfield Holdings, Greenfield Development, Greenfield International, and James C. Towne and includes all agents, employees, contractors, attorneys, consultants, accountants, investigators, members, managers, officers, directors, and anyone else who YOU understood to be acting on their behalf.

F. "TM NP-4" means Technical Memorandum NP (North Parcel) 4.

G. "DOCUMENT" means all written, recorded or graphic matter, however produced or reproduced, of each of the following: Records, notes, summaries, reports, memoranda, letters, faxes and e-mails, whether stored in electronic media or printed form.

H. "CD-3" means the Third Partial Consent Decree regarding the OII SITE.¹

I. "EXCLUDED WORK" means as defined in CD-3 Section VIII.A.

J. "TDF EXCLUDED WORK" means the Thermal Destruction Facility EXCLUDED WORK referenced at CD-3 Section VIII.A.2.

K. "WORK DEFENDANTS" means as defined in CD-3 Section V, and Exhibit D to CD-3, and includes all agents, employees, contractors, attorneys, consultants, accountants, investigators, members, managers, officers, directors, and anyone else who YOU understood to be acting on their behalf.

Request for Documents

1. Each DOCUMENT which regards, references or reflects any request for payment for EXCLUDED WORK by GREENFIELD including all supporting and back-up documentation.

2. Each DOCUMENT which regards, references or reflects any request for payment for EXCLUDED WORK including TDF EXCLUDED WORK other than by GREENFIELD including all supporting and back-up documentation.

3. Each DOCUMENT which regards, references or reflects any payment or authorization for payment for EXCLUDED WORK by GREENFIELD.

4. Each DOCUMENT which regards, references or reflects any payment or authorization for payment for EXCLUDED WORK including TDF EXCLUDED WORK other than by GREENFIELD.

5. Each DOCUMENT submitted to YOU which regards, references or reflects the value of EXCLUDED WORK by GREENFIELD.

6. Each DOCUMENT submitted to YOU which regards, references or reflects the value of EXCLUDED WORK other than by GREENFIELD.

¹ The sections in CD-3 referenced herein, as well as the exhibits to CD-3 referenced herein, are attached hereto as Exhibit "A."

7. Each invoice submitted to YOU other than by GREENFIELD for EXCLUDED WORK including TDF EXCLUDED WORK.

8. Each evidence of payment (check, etc.) submitted to YOU other than by GREENFIELD for EXCLUDED WORK including TDF EXCLUDED WORK.

9. Each DOCUMENT which regards, references or reflects each payment from the "Cash Escrow Account" referenced in CD-3 Section VIII.C.

10. Each DOCUMENT which regards, references or reflects the current (dollar) balance of the "Cash Escrow Account" referenced in CD-3 Section VIII.C.

11. Each DOCUMENT from YOU to Harry Torchiana LLP including Mark Torchiana, which regards, references or reflects any request for payment for EXCLUDED WORK by GREENFIELD.

12. Each DOCUMENT to YOU from Harry Torchiana LLP including Mark Torchiana, which regards, references or reflects any request for payment for EXCLUDED WORK by GREENFIELD.

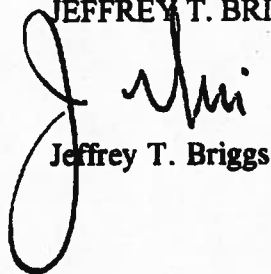
13. Each DOCUMENT from YOU to the WORK DEFENDANTS which regards, references or reflects any request for payment for EXCLUDED WORK by GREENFIELD.

14. Each DOCUMENT to YOU from the WORK DEFENDANTS which regards, references or reflects any request for payment for EXCLUDED WORK by GREENFIELD.

15. Each DOCUMENT which regards, references or reflects whether the surface water management on the NORTH PARCEL is functioning as intended, including by the work performed pursuant to TM NP-4.

16. Each DOCUMENT which regards, references or reflects whether the surface water management on the NORTH PARCEL is not functioning as intended, including by the work performed pursuant to TM NP-4.

Very Truly Yours,
JEFFREY T. BRIGGS PLC



Jeffrey T. Briggs



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39 UNITED STATES DISTRICT COURT
40 CENTRAL DISTRICT OF CALIFORNIA

41 UNITED STATES OF AMERICA,
42 THE STATE OF CALIFORNIA, and
43 THE CALIFORNIA HAZARDOUS
44 SUBSTANCE ACCOUNT,

45 Plaintiffs,

46 v.

47 CIVIL ACTION NO.

48 THIRD PARTIAL CONSENT DECREE

1 settlement, memorialized in a partial Consent Decree captioned
2 United States et al. v. Chevron Chemical Company, et al., No. CV
3 88 7196 (MRP)Kx, and entered by the Court on May 11, 1989 (the
4 First Decree). Additional parties have signed a Second Partial
5 Consent Decree (the Second Decree) to resolve their liability for
6 the same matters addressed in the First Decree. The Second
7 Partial Consent Decree was entered by the Court on September 17,
8 1991.

9
10 **V. DEFINITIONS**

11 Unless otherwise expressly provided, terms used in this
12 Consent Decree which are defined in CERCLA or in regulations
13 promulgated under CERCLA shall have the meaning assigned to them
14 therein. Whenever terms listed below are used in this Consent
15 Decree or its Exhibits, the following definitions shall apply:

- 16 A. "Cash Defendants" shall mean the Defendants identified
17 in Exhibit C, that have agreed to pay the amounts
18 specified in the Schedule(s) set forth in Exhibit C.
19 B. "CERCLA" shall mean the Comprehensive Environmental
20 Response, Compensation, and Liability Act of 1980, as
21 amended, 42 U.S.C. § 9601, et seq.
22 C. "Consent Decree" or "Decree" shall mean this Third
23 Partial Consent Decree and its Exhibits.
24 D. "Construction Completion Report" shall mean the Report
25 to be prepared by the Work Defendants and submitted to
26 EPA pursuant to Section 5.5.8 of the Scope of Work.
27 E. "Contractor" shall mean the individual, company or com-
28 panies retained by or on behalf of the Work Defendants

1 to undertake and complete the Work.

2 F. "Day" shall mean a calendar day unless expressly stated
3 to be a working day. "Working day" shall mean a day
4 other than a Saturday, Sunday or Federal holiday. In
5 computing any period of time under this Consent Decree,
6 where the last day would fall on a Saturday, Sunday, or
7 Federal holiday, the period shall run until the close
8 of business of the next working day.

9 G. "Defendants" shall include both the Cash Defendants and
10 the Work Defendants, as defined herein and as listed in
11 Exhibits C and D, respectively, to this Consent Decree.

12 H. "DTSC" shall mean the California Department of Toxic
13 Substances Control, the successor entity to the
14 California Department of Health Services.

15 I. "EPA" shall mean the United States Environmental
16 Protection Agency and any successor departments or
17 agencies of the United States.

18 J. "Excluded Work" shall mean the Cover Protection
19 Component of the Cover System for the North Slope of
20 the South Parcel, the Thermal Destruction Facility, and
21 the North Parcel, as those terms are defined in Section
22 VIII (Excluded Work, page 29) and in the Scope of Work.

23 K. "Excluded Work Completion Report" shall mean the Report
24 to be prepared by the Work Defendants and submitted to
25 EPA pursuant to Section 5.8 of the Scope of Work.

26 L. "Exhibit A" shall mean the Gas Record of Decision, as
27 defined below, for the Gas Operable Unit, attached
28 hereto.

- 1 M. "Exhibit B" shall mean the Scope of Work, as defined
2 below, for the Gas Operable Unit, attached hereto.
- 3 N. "Exhibit C" shall mean the list of Cash Defendants and
4 schedule of payments to be made by them, attached
5 hereto.
- 6 O. "Exhibit D" shall mean the list of Work Defendants
7 attached hereto.
- 8 P. "Exhibit E" shall mean the Third Partial Consent Decree
9 1991 Volumetric List attached hereto.
- 10 Q. "Exhibit F" shall mean the List of Settling
11 Subsidiaries, Divisions, and Affiliated Entities
12 attached hereto.
- 13 R. "First Decree" shall mean the first Partial Consent
14 Decree, captioned United States et al. v. Chevron
15 Chemical Company, et al., No. CV 88 7196 (MRP)Kx, and
16 entered by the Court on May 11, 1989.
- 17 S. "Future Oversight Costs" shall mean all costs incurred
18 by the EPA and other agencies and departments of the
19 United States, by the State, and by contractors for
20 either of them in oversight of the Work and Excluded
21 Work. Future Oversight Costs shall include: indirect
22 costs, payroll costs, contractor costs, travel costs,
23 laboratory costs, the costs incurred pursuant to
24 Section XIV (Access, page 41), and the costs of
25 reviewing or developing Plans, Reports and other items
26 pursuant to this Consent Decree, verifying the Work or
27 Excluded Work, or otherwise implementing or enforcing
28 this Consent Decree, from and after the date of entry

1 of this Decree. Future Oversight Costs do not include
2 any other cost incurred by the EPA, other agencies or
3 departments of the United States, the State, or
4 contractors of either of them, including, but not
5 limited to: (1) all costs incurred in the performance
6 of the Remedial Investigation/Feasibility Study at the
7 Site; (2) all costs associated with emergency removals,
8 or additional work deemed necessary or approved by EPA;
9 (3) all costs incurred in oversight of the Gas Operable
10 Unit which are not in oversight of the Work or the
11 Excluded Work; (4) all costs for oversight of any other
12 operable unit; and (5) all costs for oversight of the
13 final remedy at the Site.

14 T. "Gas Operable Unit" shall mean the Gas Migration
15 Control and Landfill Cover Operable Unit, as described
16 in the Gas Record of Decision, as amended on September
17 28, 1990.

18 U. "Gas Record of Decision" or "Gas ROD" shall mean the
19 Record of Decision relating to the Gas Migration
20 Control and Landfill Cover Operable Unit at the Site
21 signed by the EPA Region IX Regional Administrator on
22 September 30, 1988, as amended on September 28, 1990,
23 which describes the Gas Operable Unit and which is
24 attached as Exhibit A.

25 V. "National Contingency Plan" or "NCP" shall refer to the
26 National Oil and Hazardous Substances Pollution Contin-
27 gency Plan promulgated pursuant to Section 105 of
28 CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part

- 1 300.
- 2 W. "OII Site" or the "Site" shall mean the "facility," as
- 3 that term is defined at Section 101(9) of CERCLA, 42
- 4 U.S.C. § 9601(9), and shall mean the landfill located
- 5 at 900 Potrero Grande Drive in Monterey Park,
- 6 California.
- 7 X. "Oversight" shall mean inspection by the EPA, the
- 8 United States Army Corps of Engineers (USACE), their
- 9 contractors, or the State and their representatives, of
- 10 remedial work and all other actions necessary to verify
- 11 the adequacy of performance of activities and of the
- 12 Plans, Reports and other items relating to the OII Site
- 13 performed or submitted by Work Defendants pursuant to
- 14 this Decree.
- 15 Y. "Parties" shall mean the United States, the State and
- 16 the Defendants.
- 17 Z. "Past Response Costs" shall mean: (1) all costs,
- 18 including, but not limited to, interest and indirect
- 19 costs, that the United States has incurred with regard
- 20 to the Site beginning on June 1, 1988 through December
- 21 31, 1990, but excluding oversight expenses for the
- 22 First Decree and the Second Decree paid or to be paid
- 23 by the persons who are Defendants under those Decrees;
- 24 and (2) all costs, including, but not limited to,
- 25 interest and indirect costs, that the State and the
- 26 California Hazardous Substance Account have incurred
- 27 with regard to the Site beginning on June 1, 1988
- 28 through December 31, 1990.

- 1 AA. "Performance Standards" shall mean those cleanup
2 standards, standards of control, and other substantive
3 requirements, criteria or limitations, set forth in
4 Exhibit A (Gas ROD), Exhibit B (Scope of Work), and
5 Section VII of this Decree (Work to be Performed, page
6 17).
- 7 AB. "Plaintiffs" shall mean the United States, the State,
8 and the California Hazardous Substance Account.
- 9 AC. "Plan(s)" shall mean the plans and designs developed by
10 the Work Defendants which detail the elements of the
11 Work to be conducted pursuant to this Consent Decree.
- 12 AD. "Progress Report" shall mean the Report(s) prepared by
13 Work Defendants pursuant to paragraph VII.C.4.b (on
14 page 26) of Section VII (Work To Be Performed).
- 15 AE. "RCRA" shall mean the Solid Waste Disposal Act, as
16 amended, 42 U.S.C. § 6901, et seq. (also known as the
17 Resource Conservation and Recovery Act).
- 18 AF. "Report(s)" shall mean the Reports developed by the
19 Work Defendants in compliance with this Decree,
20 detailing the Work and the results of its
21 implementation.
- 22 AG. "Scope of Work" or "SOW" shall mean the scope of work
23 for implementation of the Work at the Site, as set
24 forth in Exhibit B to this Consent Decree and any
25 modifications thereto pursuant to this Decree.
- 26 AH. "Second Decree" shall mean the Second Partial Consent
27 Decree which has been executed by certain companies
28 identified as potentially responsible parties to

- 1 resolve their liability for the same matters addressed
2 in the First Decree and entered by the Court on
3 September 17, 1991.
- 4 AI. "State" shall mean the State of California on behalf of
5 the Department of Toxic Substances Control.
- 6 AJ. "United States" shall mean the United States of
7 America.
- 8 AK. "USACE" shall mean the United States Army Corps of
9 Engineers.
- 10 AL. "Waste Material" shall mean (1) any "hazardous
11 substance" as defined under Section 101(14) of CERCLA,
12 42 U.S.C. § 9601(14); (2) any "pollutant or
13 contaminant" under Section 101(33) of CERCLA, 42 U.S.C.
14 § 9601(33); and (3) any "hazardous substance" as
15 defined under California Health and Safety Code
16 §§ 25316 and 25317.
- 17 AM. "Work" shall mean the implementation, in accordance
18 with this Decree of the tasks and activities defined
19 herein, including but not limited to: Section VII
20 (Work To Be Performed, page 17); Section IX (Additional
21 Work, page 34); Section XVI (Retention of Records, page
22 48); Section XV (Data Exchange: Sampling and Analysis,
23 page 43); Section X (Periodic Review, page 35); the
24 SOW, as may be modified pursuant to the provisions of
25 this Consent Decree; and any schedules or Plans
26 required to be submitted pursuant to this Decree or the
27 SOW.
- 28 AN. "Work Completion Report" shall mean the Report

1 submitted by the Work Defendants pursuant to this
2 Decree, detailing the Work performed pursuant to this
3 Decree.

4 AO. "Work Defendants" are the Defendants identified in
5 Exhibit D, that have agreed to undertake the Work and
6 certain other obligations set forth in this Decree.

7
8 VI. GENERAL PROVISIONS

9 A. PURPOSES

10 The purposes of this Consent Decree are to protect public
11 health and welfare and the environment from releases or
12 threatened releases of Waste Material from the Site by the design
13 and implementation of the remedial action and operations,
14 monitoring, and maintenance outlined in Section VII (Work to be
15 Performed, page 17), to resolve the dispute among the Parties as
16 to whether remedial action may be necessary for the Gas Operable
17 Unit, to reimburse certain of Plaintiffs' Past Response Costs and
18 the United States' and the State's Future Oversight Costs, and to
19 settle any and all claims against Defendants asserted by
20 Plaintiffs in the complaint filed in this matter.

21 B. Commitments by Settling Defendants

22 Work Defendants shall finance and perform the Work in
23 accordance with this Consent Decree, including, but not limited
24 to, the SOW and all standards, Plans, specifications, and
25 schedules set forth in or developed pursuant to this Consent
26 Decree. Defendants shall also reimburse the United States and
27 the State for Past Response Costs and Future Oversight Costs as
28 provided in this Consent Decree.

1 EPA's comments and resubmit to EPA the previously disapproved
2 plan, report or item with any required changes within the
3 deadline set forth herein.

4 a. If any Work, or any plan, report, or item is
5 inadequate or untimely after resubmission, then the Work
6 Defendants shall be deemed to be in violation of this Decree and
7 subject to stipulated penalties as governed by Section XXIII
8 (Stipulated Penalties, page 73).

9 7. Failure to Perform

10 In the event EPA or its designee performs all or portions of
11 the Work pursuant to paragraph XXVI.D (on page 94) of Section
12 XXVI (Reservation of Rights), the Work Defendants shall reimburse
13 the EPA for the costs of doing such work, pursuant to the
14 provisions of paragraphs XVII.E.1 and XVII.E.3 (page 56) of
15 Section XVII (Reimbursement of Response Costs), plus all
16 penalties set forth in Section XXIII (Stipulated Penalties, page
17 73).

18

19 VIII. EXCLUDED WORK

20 A. Definition of Excluded Work

21 For the purposes of this Decree and its Exhibits, Excluded
22 Work shall be defined, both individually and collectively, as the
23 following three (3) items.

24 1. Cover Protection Component of the Cover System for
25 the North Slope of the South Parcel (NSSP):

26 a. The NSSP is defined as the approximately 44
27 acre area on the South Parcel with boundaries defined pursuant to
28 this Decree and Figure B-1 (Plan Location of the Work) of the

1 SOW. The Cover System for the NSSP is expected to be composed of
2 a combination of impermeable and protective layers which will lie
3 directly above the Gas Collection Component of the Gas Control
4 System.

5 b. This item of the Excluded Work is the
6 procurement and construction of the Cover Protection Component of
7 the Cover System for the NSSP.

8 c. The person(s) performing this item of
9 Excluded Work shall use the final design plans and specifications
10 developed by the Work Defendants pursuant to Section VII (Work to
11 Be Performed, page 17) and the SOW when procuring and
12 constructing the Cover Protection Component, unless EPA or the
13 Court determines otherwise.

14 d. Tasks and activities not included in this
15 item of Excluded Work are: the predesign, design, compliance
16 testing and operations and maintenance of all NSSP Systems, and
17 the construction of all of the NSSP Systems except for the Cover
18 Protection Component, which shall be undertaken by the Work
19 Defendants pursuant to Section VII (Work to be Performed, page
20 17). Work Defendants shall pay the United States' and the
21 State's costs incurred in oversight of this item, pursuant to
22 Section XVII (Reimbursement of Response Costs, page 51).

23 2. Thermal Destruction Facility

24 a. The Thermal Destruction Facility (TDF) will
25 treat the contaminants in the landfill gas stream through thermal
26 destruction or energy recovery technology.

27 b. This item of the Excluded Work is: the
28 predesign, design, and construction of the TDF; and operation,

1 maintenance and monitoring of the TDF until EPA's approval of the
2 Work Completion Report.

3 c. Tasks and activities not included in this
4 item of Excluded Work include activities described in Section
5 5.2.3 (Landfill Gas Characterization) of the SOW and construction
6 of headers and conveyance lines for delivery of landfill gas to
7 the TDF, which shall be undertaken by the Work Defendants
8 pursuant to Section VII (Work to be Performed, page 17). Work
9 Defendants shall provide to the person(s) performing this
10 Excluded Work information, both ranges and averages, regarding
11 gas quality, gas composition, gas quantity estimates and vacuum
12 requirements.

13 d. In the event Work Defendants perform this
14 item of Excluded Work and utilize an energy recovery system, any
15 funds generated by such energy recovery system shall be placed in
16 the Cash Escrow Account.

17 3. North Parcel

18 a. The North Parcel is defined as the 45-acre
19 portion of the site which lies to the north of Highway 60 (Pomona
20 Freeway).

21 b. This item of Excluded Work is: the
22 predesign, design, construction, compliance testing, and
23 operation, maintenance and monitoring of the North Parcel Gas
24 Control, Cover, and Surface Water Management Systems until EPA
25 approval of the Work Completion Report. North Parcel systems
26 also include conveyance of landfill gas collected from the North
27 Parcel to the TDF and liquids recovered from the North Parcel to
28 the Leachate Management System.

1 B. In the event that any or all item(s) of Excluded Work
2 are performed entirely by person(s) other than Work Defendants,
3 Work Defendants shall not be responsible for attaining
4 performance standards for that item(s) of Excluded Work. Nothing
5 in this paragraph shall be deemed to modify or change Work
6 Defendants' obligations under the SOW or this Decree, including
7 the obligation to attain Performance Standards or to comply with
8 integration and coordination requirements in Section 3.0 of the
9 SOW.

10 C. In the event Excluded Work is not performed by any
11 other person, Work Defendants shall perform any or all item(s) of
12 Excluded Work or any portion thereof, upon written request by
13 EPA. EPA shall not request Work Defendants to perform any or all
14 item(s) of Excluded Work or any portion thereof unless EPA
15 determines that sufficient funds are available in the Cash Escrow
16 Account to provide payment to Work Defendants for that item or
17 portion of Excluded Work pursuant to paragraph VIII.E below.
18 Work Defendants shall submit an Excluded Work Completion Report
19 pursuant to Sections 5.8 and 7.9 of the SOW for each item or
20 portion of Excluded Work performed by them.

21 D. Except as provided in paragraph XXIII.C.6 (on page 83)
22 of Section XXIII (Stipulated Penalties) and Section XLII
23 (Termination and Satisfaction, page 107), if Work Defendants
24 perform an item(s) or portion of Excluded Work, all referenced in
25 this Decree to Work shall be read to apply to that item(s) or
26 portion of Excluded Work, and Work Defendants shall be
27 responsible for attaining Performance Standards pertaining to
28 that item(s) or portion of Excluded Work.

1 E. In the event Work Defendants perform any or all item(s)
2 of Excluded Work or any portion thereof, Work Defendants shall be
3 entitled to payment from the Cash Escrow Account for up to the
4 first \$6 million of work costs incurred by Work Defendants for
5 each such item of Excluded Work. The value toward completion of
6 any work which EPA determines has been satisfactorily performed,
7 or funds provided by any person not a signatory to this Decree
8 for each item of Excluded Work shall correspondingly reduce the
9 payment owing from the Cash Escrow Account to Work Defendants for
10 that item of Excluded Work. The Escrow Agreement shall require
11 that the Work Defendants provide a statement at the time they
12 ~~seek reimbursement showing an accurate accounting of work costs~~
13 ~~for Excluded Work.~~ The following costs or expenditures of Work
14 Defendants specifically shall not be included as work costs for
15 Excluded Work:
16 1. Any fines or penalties assessed for noncompliance
17 with (a) the provisions of this Decree, (b) plans, schedules or
18 specifications relating to the Excluded Work, or (c) federal or
19 State laws;
20 2. Work Defendants' internal corporate costs, or OII
21 Steering Committee administrative and legal fees (as
22 distinguishable from Work Defendants' oversight, project
23 management, and legal costs, which are included to the extent
24 they arise from performance of that item of Excluded Work);
25 3. Costs associated with the judicial resolution of
26 any disputes under Section XXII (Dispute Resolution, page 69),
27 unless Work Defendants prevail in the judicial resolution of the
28 dispute;

1 4. Any costs arising out of claims or the defense of
2 claims for personal injury, property damage, or other third party
3 claims;

4 5. The costs incurred by EPA resulting from any EPA
5 determination under paragraph XXIII.C (on page 81) of Section
6 XXIII (Stipulated Penalties);

7 6. Any costs which Work Defendants would have been
8 obligated to incur or pay under the provisions of this Consent
9 Decree even had they not performed Excluded Work.

10 F. Nothing contained in the preceding paragraph VIII.E
11 shall preclude Work Defendants from asserting that such costs and
12 expenditures, excluding fines or penalties, are response costs
13 under CERCLA and the NCP.

14
15 IX. ADDITIONAL WORK

16 A. In the event that EPA or the Work Defendants determine,
17 before EPA's approval of Work Defendants' Work Completion Report,
18 that additional response work is necessary to carry out the
19 activities required by this Decree or to meet the Performance
20 Standards, notification of such additional work will be provided
21 to the Project Coordinator for the other party.

22 B. Unless another time period is agreed to by EPA and the
23 Work Defendants, within 30 days of receipt of such notice by EPA
24 or by Work Defendants that additional work is necessary pursuant
25 to this Section, the Work Defendants shall submit a revised or
26 amended Work Plan or Technical Memorandum, as appropriate, to EPA
27 for such additional work. The revised or amended Plan shall
28 conform to the requirements in Section VII (Work To Be Performed,

EXHIBIT-D
Operating Industries, Inc.
Third Partial Consent Decree
Work Defendants

1. Alcoa Composites, Inc.
for WESLOCK CO.
2. Allied-Signal, Inc.
for GARRETT AIRESEARCH
and BENDIX CORP.
3. Aluminum Company of America
4. American Airlines, Inc.
5. American National Can
for NATIONAL CAN
6. Amtrak-National Railroad Passenger Corporation
7. ARMCO, Inc.
for ARMCO-NATIONAL SUPPLY
8. Armstrong World Industries, Inc.
for ARMSTRONG CORK CO.
9. Atlantic Richfield Company
for ARCO/ANACONDA AMERICAN BRASS DIV.
10. Alchem North America, Inc.
for RUPREX CORPORATION
11. Behr Process Corporation
12. Bethlehem Steel Corporation
13. Betz Laboratories, Inc.
14. Bird Corporation
for BIRD AND SON INC.
15. Black & Decker Corporation
for MCCULLOCH CORPORATION
16. Blacktop Materials Company
17. Borden, Inc.
for BORDEN CHEMICAL COMPANY
18. Borg-Warner Corporation
for BYRON JACKSON PUMP DIVISION
19. Bridgestone/Firestone, Inc.
for FIRESTONE TIRE AND RUBBER COMPANY
20. Calgon Corporation
21. Camation Company
22. Champion International Corporation
for ST. REGIS PAPER CO.
23. Chevron Chemical Company, Chevron Pipeline Company,
and Chevron USA, Inc.
for CHEVRON U.S.A./GULF OIL CO.
24. Chrome Crankshaft Company, Inc.
25. Chrysler Corporation
for NU CAR PREP
26. Conoco, Inc.
for CONOCO, INC./DOUGLAS OIL CO.

EXHIBIT-D
Operating Industries, Inc.
Third Partial Consent Decree
Work Defendants

27. Conopco, Inc.
for LEVER BROTHERS
28. Cooper & Braln, Inc.
for COOPER AND BRAIN OIL CO.
29. Cooper Drum Company
for SUPERIOR DRUM CO.
30. Crowley Maritime Corporation on behalf of its wholly owned subsidiaries Crowley Towing and Transportation Co. and Crowley Environmental Services
31. Crown Beverage Packaging, Inc.
for CONTINENTAL CAN CO.
32. Deft, Inc.
33. Delta Air Lines, Inc.
for WESTERN AIRLINES
34. Department of Water and Power of the City of Los Angeles
35. Deutsch Company
36. Douglas Oil Company
for ODNOCO, INC./DOUGLAS OIL CO.
37. Dunn-Edwards Corporation
38. E.B. King
for Southern California Chemical Company, Inc.
39. Emerson & Cuming, Inc.
40. Exxon Corporation
for EXXON U.S.A.
41. Federal Express Corporation
for FLYING TIGERS, INC.
42. Ferro Corporation
for PRODUCTOL CHEMICAL CO.
43. Fibreboard Corporation
44. Flint Ink Corporation
45. The Flintkote Company
for PIONEER-FLINTKOTE
46. Ford Motor Company
47. GATX Terminals Corporation
for GATX CORPORATION
48. Gaylord Container Corporation, successor in interest for Baldwin Park Boulevard plant,
for CROWN ZELLERBACH
49. General Electric Company
50. General Latex and Chemical Corporation
51. General Motors Corporation
52. Georgia-Pacific Corporation
53. Gould, Inc.

EXHIBIT-D
Operating Industries, Inc.
Third Partial Consent Decree
Work Defendants

54. Grant Oil Tool Company, (A MASCO Industries Co., d/b/a Masx Energy Services Group, Inc.)
for GRANT OIL TOOL
55. Grow Group, Inc.
for AMERITONE PAINT CORP./TREWAX CO.
56. H & L Tooth Company
for PRECISION HEAT TREATING COMPANY
and HIPRODUCTION FORGE.
57. Hellman Properties
for HELLMAN ESTATES OIL CO.
58. Henkel Corporation (on behalf of Emery Industries)
for EMERY CHEMICALS
59. The Hertz Corporation
60. Hollytex Carpet Mills/USG Corporation
61. Hughes Aircraft Company
62. Hunt Wesson, Inc.
for HUNT-WESSON FOODS, INC.
63. Ingersoll-Rand Company (Proto Tool)
for PROTO TOOL COMPANY
64. Inland Container Corporation
65. The City of Inglewood
66. Interstate Brands Corporation
for INTERSTATE BRANDS BAKERY
67. James River II, Inc., successor in interest with respect to Shells Street and Garfield Avenue plants
for CROWN ZELLERBACH
68. Kenosha Auto Transport Corporation
69. Kern Foods, Inc. Shareholders' Liquidating Trust
for KERN FOODS INC.
70. Keyser Century Corporation
71. Litchford Glass Company
72. Liberty Vegetable Oil Company
73. Lockheed Corporation and Lockheed Aeronautical System Company Division
for LOCKHEED AIRCRAFT
74. Long Beach Oil Development Company
75. Long Beach Unit, Wilmington Oil Field, California (City of Long Beach, Unit Operator: Thums Long Beach Company, Agent for Field Contractor)
for THUMS LONG BEACH
76. The City of Los Angeles
for LOS ANGELES, CITY OF
77. Martin Marietta Corporation, on behalf of Commonwealth Aluminum Corporation
for MARTIN MARIETTA ALUMINUM
78. Master Processing Corporation

EXHIBIT-D
Operating Industries, Inc.
Third Partial Consent Decree
Work Defendants

79. Maytag Corporation
for GAFFERS AND BATTLE
80. McDonnell Douglas Corporation
for MCDONNELL DOUGLAS AIRCRAFT
81. McKesson Water Products Company
for SPARKLETT'S DRINKING WATER CORP.
82. Menasco Aerosystems Division, California Operation Division
of Coltec Industries, Inc.
for MENASCO INC.
83. Mitchell Energy Corporation
84. Mobil Oil Corporation
for MOBIL OIL CO./SUPERIOR OIL CO.
85. Mydrin Inc.
for RADLATEX
86. NI Industries, Inc., a MASCO Industries Subsidiary,
for NORRIS INDUSTRIES
87. NL Industries, Inc.
for NL METALS
88. Norris Industries, Inc., Weiser Lock Division
for WEISER LOCK COMPANY
89. Occidental Petroleum Corporation
90. Oil and Solvent Process Co., a subsidiary of Chemical Waste Management, Inc.
for OIL AND SOLVENT PROCESS COMPANY
91. Oryx Energy Company
for SUN OIL CO.
92. Owens-Illinois, Inc.
93. Pacific Tube Company
94. Packaging Corporation of America/EKCO Products
for EKCO PRODUCTS, INC.
95. Parker Hannifin Corporation
96. Pervo Paint Company
97. PPG Industries, Inc.
98. Primerica Holdings, Inc.
for AMERICAN CAN COMPANY, INC.
99. The Proctor and Gamble Manufacturing Company
100. ProMark Group West
for MAJOR BRAND PAINT AND VARNISH CO.
101. Prudential Overall Supply
102. Renta Uniform
103. Reynolds Metals Company
104. RLL Corporation
for MAX FACTOR COMPANY

EXHIBIT-D
Operating Industries, Inc.
Third Partial Consent Decree
Work Defendants

- 105. Safeway, Inc.
for SAFEWAY STORES, INC.
- 106. Santa Fe Energy / C.W.O.D.
- 107. Senior Engineering Company
for SOUTHWESTERN ENGINEERING COMPANY
- 108. Shasta Beverages, Inc.
- 109. Shell Oil Company
- 110. Soule-Arnon Liquidating Agency
for SOULE STEEL
- 111. Southern California Edison Company
- 112. Southern California Gas Company
- 113. Southern California Rapid Transit District
- 114. Southern Pacific Transportation Company
- 115. Southwest Forest Industries, Inc.
- 116. Starkist Foods, Inc.
- 117. The Stroh Brewery Company
for SCHLITZ (JOSEPH) BREWING CO.
- 118. Superior Industries International, Inc.
- 119. Supracote, Inc.
- 120. Surface Protection Industries, Inc.
for ZOLATONE PROCESS INCORPORATED
- 121. Texaco, Inc.
for TEXACO INC. / GETTY OIL
- 122. The Times Mirror Company, Los Angeles Times Division and Times Mirror Press
for Los Angeles Times/Mirror Press
- 123. Transportation Leasing Company
for GREYHOUND LINES
- 124. TRW, Inc.
for TRW CINCH GRAPHIK
- 125. "21" International Holdings, Inc.
for GENERAL FELT INDUSTRIES, INC.
- 126. Union Oil Company of California
- 127. Union Pacific Resources Company
for CHAMPLIN PETROLEUM CO.
- 128. The Uniroyal Goodrich Tire Company
for UNIROYAL INC.
- 129. United Parcel Service, Inc.
- 130. United States Gypsum Company
- 131. Van Waters & Rogers, Inc.
- 132. Vest, Inc.
for BERNARD EPPS AND COMPANY
- 133. Waterford Wedgwood USA Inc.
for FRANCISCAN CERAMICS

EXHIBIT-D
Operating Industries, Inc.
Third Partial Consent Decree
Work Defendants

- 134. **Welches Overall Cleaning Company, Inc.**
for WELCH'S INDUSTRIAL UNIFORM
- 135. **Western Chemical**
- 136. **Westinghouse Electric Corporation**
for SEVEN-UP BOTTLING CO. OF LA.
- 137. **Willamette Industries, Inc.**
for WESTERN KRAFT CORPORATION
- 138. **Xerox Corporation**

United States' Past Response Costs

Pursuant to paragraphs A.5 of Section XVII (Reimbursement of Response Costs), Work Defendants shall pay by certified check into the EPA Hazardous Substance Superfund their portion of the United States' past costs. The dollar figure owing shall be set forth in the notice by the United States of entry of the Consent Decree. Notice of the amount shall be given to Work Defendants as provided in Section XXVII (Form of Notice). Copies of all checks and all transmittal letters shall be sent to EPA and the Department of Justice as provided in Section XXVII.

States' Past Response Costs

Pursuant to paragraph B.3 of Section XVII (Reimbursement of Response Costs), Work Defendants shall pay by certified check the amount of \$117,814.00 within 30 days of notice by the United States of entry of the Consent Decree. The check shall be sent to the address set forth in paragraph B.3 of Section XVII. Copies of all checks and all transmittal letters shall be sent to the State as provided in Section XXVII (Form of Notice).